

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BENJAMIN BIN CHOW,

Plaintiff,

v.

CANYON BRIDGE CAPITAL PARTNERS,
LLC, a Cayman Islands Limited Liability
Company, CANYON BRIDGE CAPITAL
MANAGEMENT, LLC, a Delaware Limited
Liability Company, CANYON BRIDGE
FUND I, LP, a Cayman Islands Limited
Partnership, HONG JOHN KAO, HEBER
RAYMOND BINGHAM, and PETER CHIN
KUO,

Defendants.

C.A. No. 22-00947-JLH-SRF

**REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S
EMERGENCY MOTION TO CONTINUE THE INITIAL SCHEDULING
CONFERENCE AND STAY RELATED DEADLINES**

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Attorneys for Defendants

Dated: September 13, 2024

Plaintiff does not dispute that moving forward with a proposed Scheduling Order and a Rule 16(b) conference at this time would be premature given the pending objections to the Report and Recommendation that leave the pleadings unsettled. Plaintiff also admits that Defendants made this point when counsel conferred about the case schedule. *See* ECF No. 56 at 1-2 (admitting that “[d]uring the meet and confer, and in the email exchange leading up to it, Defendants [said] ‘it is premature to propose a case schedule before the pleadings have been settled’” and “requested to continue the Rule 16 deadlines”) (citations omitted). Plaintiff nevertheless opposes Defendants’ request by asserting that Defendants failed to comply with Local Rule 7.1.1, which encourages parties to meet and confer about the substance of a motion before filing one.

Plaintiff avers that the rule “requires” the conference of counsel, ECF No. 56 at 1, but in fact, “[t]he use of the term ‘may’ in Local Rule 7.1.1 indicates that dismissal for noncompliance is discretionary, not mandatory.” *FTE Networks, Inc. v. Szkaradek*, No. CV 22-785-WCB, 2023 WL 8650002, at *2 (D. Del. Dec. 14, 2023). Regardless, Plaintiff admits that Defendants made known their objective but refused to stipulate to continue the conference and related deadlines.¹ Thus, Plaintiff’s suggestion that the parties could have reached a stipulation, ECF No. 56 at 2, makes no sense and is particularly disingenuous because Delaware counsel for Plaintiff specifically acknowledged the call between Delaware counsel sufficed under Local Rule 7.1.1.

Further, Plaintiff has also contributed to this case moving slowly when he filed and then dramatically amended a complaint in the Court of Chancery prior to removal. Although the case has moved slower than Plaintiff might like, he does not articulate any prejudice that he would suffer from a continuance of the Rule 16(b) conference and stay of the related deadlines until after the objections to the Report and Recommendation are resolved and the pleadings finally settled.

Based on these circumstances, the Court should grant Defendants’ Emergency Motion.

¹ Plaintiff inexplicably asserts that Defendants’ request for a stay of deadlines is “unclear.” ECF No. 56 at 2 n. 1. Defendants specifically requested that “deadlines be stayed *until a ruling on Defendants’ objection to the Report and Recommendation.*” ECF No. 53, at 3 (emphasis added).

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